

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

HARRY BLOSSOM,

JUDGE KARAS

Plaintiff,

08 CV 3706

NOTICE OF REMOVAL

-against-

Civil Action No.

OM FINANCIAL LIFE INSURANCE COMPANY OF
NEW YORK and OM FINANCIAL LIFE INSURANCE
COMPANY,

Defendants.

Defendants, OM Financial Life Insurance Company of New York ("OMNY") and OM Financial Life Insurance Company ("OM Financial") (collectively "Defendants"), by and through their attorneys, Rivkin Radler, LLP, respectfully notify this Court of the removal, pursuant to 28 U.S.C. § 1441, of the above-captioned matter to the United States District Court for the Southern District of New York from the Supreme Court of the State of New York, County of Westchester, where the action now is pending. Defendants respectfully state as follows:

1. Plaintiff Harry Blossom ("Plaintiff") filed this action in the Supreme Court of the State of New York, County of Westchester, on or about March 6, 2008, under Index No. 08-04780 (the Summons and Complaint is annexed as Exhibit "A" to the accompanying Declaration of Jay D. Kenigsberg, Esq. ("Kenigsberg Decl.")).

2. The Summons and Complaint was received on or about March 27, 2008.

3. Defendants believe that this action is timely removed pursuant to 28 U.S.C. §1446(b).

4. In his Complaint, Plaintiff alleges that he is a resident of the State of New York (Complaint, ¶1).

5. OM Financial is a corporation organized under the laws of the State of Maryland with its principal place of business at 1001 Fleet Street, Baltimore, Maryland. (Declaration of Russell Laws ¶2).

6. OMNY is a corporation organized under the laws of the State of New York with its principal place of business in Purchase, New York. (Complaint, ¶2).

7. Plaintiff's action is for proceeds in the sum of \$100,000, plus sums for accidental death, pursuant to life insurance policy No. L0829399 insuring the life of Christopher Blossom (the "Policy") (Complaint, ¶4).

8. The Policy is attached as Exhibit "A" to the Laws Declaration. It is clear from the face of the Policy that it was issued by OM Financial, not OMNY.

9. Plaintiff submitted his claim for the proceeds of the Policy to OM Financial and it was OM Financial which declined his claim.

10. As more fully set forth in the accompanying memorandum of law, Plaintiff's joinder of OMNY is improper and fraudulent and does not bar removal here. Accordingly, OMNY's presence in this action is to be disregarded for purposes of determining diversity and, therefore, there is complete diversity among the remaining parties. Furthermore, the amount in controversy in this action exceeds the sum of \$75,000, exclusive of interest and costs. Therefore, this action is within the original jurisdiction of this Court.

11. Venue is proper in the United States District Court for the Southern District of New York pursuant to 28 U.S.C. § 1446(a).

12. Pursuant to 28 U.S.C. § 1446(d), Defendants promptly will file a copy of this Notice of Removal with the Clerk of the Supreme Court of the State of New York, County of Westchester, and will serve a copy of the same upon Plaintiff.

13. Pursuant to 28 U.S.C. § 1446(a), this Notice of Removal is signed pursuant to and in compliance with Fed. R. Civ. P. 11.

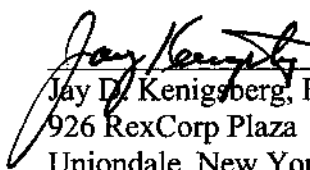
WHEREFORE, Defendants, OM Financial Life Insurance Company of New York and OM Financial Life Insurance Company hereby file this Notice of Removal of this action from the Supreme Court of the State of New York, County of Westchester, to the United States District Court for the Southern District of New York.

Dated: April 15, 2008
Uniondale, New York

Respectfully submitted,

RIVKIN RADLER LLP
Attorneys for Defendants
OM Financial Life Insurance Company of New
York and OM Financial Life Insurance Company

By:


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